

Jacob K. Danziger (SBN 278219)  
**ARENTOFOX SCHIFF LLP**  
44 Montgomery Street, 38th Floor  
San Francisco, CA 94104 United States  
Telephone: (734) 222-1516  
Facsimile: (415) 757-5501  
[jacob.danziger@afslaw.com](mailto:jacob.danziger@afslaw.com)

Beth A. Wilkinson (*pro hac vice*)  
Rakesh N. Kilaru (*pro hac vice*)  
Calanthe Arat (SBN 349086)  
Matthew Skanchy (*pro hac vice*)  
**WILKINSON STEKLOFF LLP**  
2001 M Street NW, 10th Floor  
Washington, DC 20036  
Telephone: (202) 847-4000  
Facsimile: (202) 847-4005  
[bwilkinson@wilkinsonstekloff.com](mailto:bwilkinson@wilkinsonstekloff.com)  
[rkilaru@wilkinsonstekloff.com](mailto:rkilaru@wilkinsonstekloff.com)  
[carat@wilkinsonstekloff.com](mailto:carat@wilkinsonstekloff.com)  
[mskanchy@wilkinsonstekloff.com](mailto:mskanchy@wilkinsonstekloff.com)

Attorneys for Defendant  
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

[Additional Counsel Listed on Signature Page]

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

IN RE COLLEGE ATHLETE NIL  
LITIGATION

Case No. 4:20-cv-03919-CW

## **DEFENDANTS' BRIEF IN RESPONSE TO OBJECTIONS**

Judge: Hon. Claudia Wilken

1        Since the Court granted final approval of the settlement, 319 Division I member  
 2 institutions, or over 80% of Division I, have begun providing some or all of the permissible  
 3 additional benefits to student-athletes. Those benefits include direct payments newly permitted by  
 4 the settlement and thousands of new athletic scholarships within the Defendant Conferences alone.  
 5 After roster limits were implemented, over 23,000 student-athletes were deemed “Designated  
 6 Student-Athletes,” such that they can continue to participate in their sport throughout their  
 7 remaining eligibility without ever counting toward a team’s roster limit. In short, the settlement is  
 8 working as expected, to the benefit of student-athletes throughout the country.

9        Working with Plaintiffs’ counsel, the NCAA has ensured that all incoming Division I  
 10 student-athletes received notice of, and an opportunity to object to, the settlement. That notice  
 11 encompassed not only student-athletes that are completely new to college sports, but student-  
 12 athletes who began their careers in Divisions II or III and have newly commenced participation in  
 13 Division I. All told, the NCAA ensured that the class notice was distributed, through multiple  
 14 independent means, to just under 56,500 student-athletes. With that process completed, only seven  
 15 student-athletes (or less than .01%) have raised objections. None of those objections should stand  
 16 in the way of the continuation of the approved injunctive settlement.

17        *First*, four members of the California Polytechnic State University Swimming and Diving  
 18 Team have objected based largely on their institution’s decision to eliminate that athletic program  
 19 offering. *See* Dkt. Nos. 1049, 1050, 1052, 1053, 1054 (“Cal Poly Objectors”). As an initial matter,  
 20 schools have always had discretion over which sports to offer, and the Settlement Agreement  
 21 reflects that longstanding and uncontroversial policy. *See* Dkt. No. 978 at 51 (opinion approving  
 22 settlement recognizing discretion over rosters); Dkt. No. 98-02 (2d Am. Injunctive Relief  
 23 Settlement at Art. 4 § 1) (“Member Institutions each maintain the right to unilaterally reduce the  
 24 number of sports, the roster size, and/or the number of athletic scholarships available to student-  
 25 athletes of any sport.”). This objection provides no new basis to revisit settlement approval. Indeed,  
 26 as several of the Cal Poly Objectors note, their quarrel is not with the settlement, but with their  
 27 member institution’s choices. *See* Dkt No. 1053 (“[T]his explanation is misleading and unfairly  
 28 shifts blame onto the Settlement instead of acknowledging the administration’s choices.”).

1 Moreover, long before their Objections were filed, all members of the Cal Poly Swimming and  
 2 Diving Team were permitted to be treated as Designated Student-Athletes, even though they are  
 3 technically ineligible for that status (as they lost their spots on account of the elimination of their  
 4 sport, not the implementation of roster limits). In other words, the Cal Poly Objectors can attempt  
 5 to transfer to and compete at any other Division I institution without counting against any roster  
 6 limits for the duration of their eligibility.

7       Nor do the Cal Poly objections raise any other meritorious issues regarding the settlement.  
 8 All raise concerns under Title IX regarding how their institution is allegedly implementing the  
 9 settlement, but as the Court recognized, those issues are outside the scope of the settlement. *See*  
 10 Dkt. No. 978 at 63–64. The Settlement does not create any new Title IX obligations, nor does it  
 11 release any Title IX claims based on the implementation of the Injunctive Settlement. *See id.* at  
 12 15, 64. Several of the objections (Dkt. Nos. 1049, 1050) ask the Court to create new settlement-  
 13 related reporting requirements under Title IX or to recalculate the Pool Structure based on Title  
 14 IX, but there is no basis for revisiting these issues. As the Court concluded, the methodology for  
 15 determining the Pool spending cap amounts, as well as the types of benefits and compensation that  
 16 will count against the cap, is fair and reasonable despite the objectors’ dissatisfaction with it,  
 17 because it is the product of a compromise that takes into account the history of prior class actions  
 18 challenging NCAA compensation restrictions, as well as the delay, risks and costs of continuing  
 19 this litigation. Dkt. No. 978 at 46; *see also id.* at 64 (“There is nothing in the [Settlement  
 20 Agreement] that would prevent or prohibit schools from distributing benefits and compensation  
 21 pursuant to the Injunctive Relief Settlement in a manner that complies with Title IX.”).

22       Second, Katherine McCabe Ernst has filed another objection, despite the Court already  
 23 considering and appropriately rejecting her concerns at the hearing last year. Setting aside whether  
 24 Rule 23 even permits student-athletes to object on multiple different occasions, Ms. Ernst’s new  
 25 objections are not well taken. Like the Cal Poly Objectors, Ms. Ernst raises Title IX concerns about  
 26 how Vanderbilt University is allegedly implementing new benefits permitted by the Settlement,  
 27 but those concerns are outside the scope of this case. *See* Dkt. No. 978 at 63–64. Ms. Ernst also  
 28 appears to misunderstand how *Alston* payments and new scholarships operate under the

1 Settlement. *See* Dkt. No. 1051 at 3–4. The Settlement does not cap or limit *Alston* payments or  
 2 new scholarships; on the contrary, it preserves schools’ discretion to provide as much funding for  
 3 *Alston* payments as they deem appropriate and as many new scholarships as they want. *See* Dkt.  
 4 No. 980-02 (2d Am. Injunctive Relief Settlement at Art. 3 § 3(a)-(b)).

5 *Third*, Gracelyn Lee Laudermilch likewise re-objects to the settlement, but lacks a basis to  
 6 raise the vast majority of issues covered by her objection. Ms. Laudermilch notes that she has  
 7 earned a roster spot at her school, Dkt. No. 1044 at 7, which means she has no personal, concrete  
 8 basis for objecting to the implementation of roster limits. Her complaint, in any event, seems to be  
 9 that some other Designated Student-Athletes are being cut from rosters, *id.* at 4, but as the Court  
 10 noted, that is not a change from the status quo before the Settlement. *See* Dkt. No. 978 at 51. What  
 11 the Settlement provides is for Designated Student Athletes to have the opportunity to be on rosters  
 12 at any Division I school without the roster limits posing an obstacle to them. *Id.* The Settlement  
 13 does not, and need not, provide a guarantee that they will be rostered at any particular school. *Id.*  
 14 Separately, Ms. Laudermilch challenges the notice program for incoming student-athletes, but the  
 15 Court approved that program as the best notice practicable under the circumstances, Dkt. No. 1008,  
 16 and Ms. Laudermilch herself acknowledges that she received the notice, *see* Dkt. No. 1044 at 3.

17 *Fourth*, and finally, Reid Hinds MacDonald objects to the implementation of roster limits,  
 18 insofar as he no longer has a roster spot on the men’s lacrosse team at Long Island University. Dkt.  
 19 No. 1056. While the situation Mr. MacDonald describes is regrettable, he does not offer evidence  
 20 that he would have retained a roster spot absent the implementation of roster limits, or that his  
 21 member institution has wrongly denied him Designated Student-Athlete status.

22 The Settlement should accordingly remain in effect, without change, for the 2025-26  
 23 Academic Year.

1 Dated: October 14, 2025

2 **WILKINSON STEKLOFF LLP**

3  
4 By: /s/ Rakesh N. Kilaru  
5 Beth A. Wilkinson (*pro hac vice*)  
Rakesh N. Kilaru (*pro hac vice*)  
Calanthe Arat (SBN 349086)  
Matthew R. Skanchy (*pro hac vice*)  
2001 M Street NW, 10th Floor  
Washington, DC 20036  
Telephone: (202) 847-4000  
Facsimile: (202) 847-4005  
[bwilkinson@wilkinsonstekloff.com](mailto:bwilkinson@wilkinsonstekloff.com)  
[rkilaru@wilkinsonstekloff.com](mailto:rkilaru@wilkinsonstekloff.com)  
[carat@wilkinsonstekloff.com](mailto:carat@wilkinsonstekloff.com)  
[mskanchy@wilkinsonstekloff.com](mailto:mskanchy@wilkinsonstekloff.com)

6  
7 Jacob K. Danziger (SBN 278219)  
8 **ARENTOX SCHIFF LLP**  
9 44 Montgomery Street, 38th Floor  
San Francisco, CA 94104  
10 Telephone: (734) 222-1516  
11 Facsimile: (415) 757-5501  
12 [jacob.danziger@afslaw.com](mailto:jacob.danziger@afslaw.com)

13  
14 Attorneys for Defendant  
15 NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION

16 Respectfully Submitted,

17 **COOLEY LLP**

18  
19 By: /s/ Whitty Somvichian  
20 Whitty Somvichian (SBN 194463)  
Kathleen R. Hartnett (SBN 314267)  
Ashley Kemper Corkery (SBN 301380)  
3 Embarcadero Center, 20th Floor  
San Francisco, California 94111-4004  
Telephone: (415) 693-2000  
Facsimile: (415) 693-2222  
[wsomvichian@cooley.com](mailto:wsomvichian@cooley.com)  
[khartnett@cooley.com](mailto:khartnett@cooley.com)  
[acorkery@cooley.com](mailto:acorkery@cooley.com)

21  
22 Mark Lambert (SBN 197410)  
3175 Hanover Street  
Palo Alto, CA 94304-1130  
Telephone: (650) 843-5000  
Facsimile: (650) 849-7400  
[mlambert@cooley.com](mailto:mlambert@cooley.com)

23  
24 Dee Bansal (*pro hac vice*)  
1299 Pennsylvania Ave. NW, Suite 700  
Washington, DC 20004-2400  
Telephone: (202) 842 7800  
Facsimile: (202) 842 7899  
[dbansal@cooley.com](mailto:dbansal@cooley.com)

25  
26 Attorneys for Defendant  
27 PAC-12 CONFERENCE

1 **MAYER BROWN LLP**

2 By: /s/ Britt M. Miller  
 3 Britt M. Miller (*pro hac vice*)  
 4 Daniel T. Fenske (*pro hac vice*)  
 5 71 South Wacker Drive  
 6 Chicago, IL 60606  
 Telephone: (312) 782-0600  
 Facsimile: (312) 701-7711  
 7 bmiller@mayerbrown.com  
 dfenske@mayerbrown.com

8 Christopher J. Kelly (SBN 276312)  
 9 Two Palo Alto Square, Suite 300  
 10 3000 El Camino Real  
 11 Palo Alto, CA 94306  
 Telephone: (650) 331-2000  
 Facsimile: (650) 331-2060  
 12 cjkelly@mayerbrown.com

13 Attorneys for Defendant  
 THE BIG TEN CONFERENCE, INC.

1 **SIDLEY AUSTIN LLP**

2 By: /s/ Natali Wyson  
 3 David L. Anderson (SBN 149604)  
 555 California Street, Suite 2000  
 San Francisco, CA 94104  
 Telephone: (415) 772-1200  
 Facsimile: (415) 772-7412  
 dlanderson@sidley.com

6 Angela C. Zambrano (*pro hac vice*)  
 7 Natali Wyson (*pro hac vice*)  
 Chelsea A. Priest (*pro hac vice*)  
 2021 McKinney Avenue, Suite 2000  
 Dallas, TX 75201  
 Telephone: (214) 969-3529  
 Facsimile: (214) 969-3558  
 8 angela.zambrano@sidley.com  
 nwyson@sidley.com  
 cpriest@sidley.com

9 Attorneys for Defendant  
 THE BIG 12 CONFERENCE, INC.

15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

1           **ROBINSON, BRADSHAW & HINSON,**  
2           **P.A.**

3           By: /s/ Robert W. Fuller  
4           Robert W. Fuller, III (*pro hac vice*)  
5           Lawrence C. Moore, III (*pro hac vice*)  
6           Amanda P. Nitto (*pro hac vice*)  
7           Travis S. Hinman (*pro hac vice*)  
8           Patrick H. Hill (*pro hac vice*)  
9           101 N. Tryon St., Suite 1900  
10          Charlotte, NC 28246  
11          Telephone: (704) 377-2536  
12          Facsimile: (704) 378-4000  
13          rfuller@robinsonbradshaw.com  
14          lmoore@robinsonbradshaw.com  
15          anitto@robinsonbradshaw.com  
16          thinman@robinsonbradshaw.com  
17          phill@robinsonbradshaw.com

18          Mark J. Seifert (SBN 217054)  
19          SEIFERT ZUROMSKI LLP  
20          One Market Street, 36th Floor  
21          San Francisco, California 941105  
22          Telephone: (415) 999-0901  
23          Facsimile: (415) 901-1123  
24          mseifert@szllp.com

25          Kathryn Reilly (*pro hac vice*)  
26          Michael Williams (*pro hac vice*)  
27          **WHEELER TRIGG O'DONNELL**  
28          **LLP**  
29          370 17th Street, Suite 4500  
30          Denver, CO 80202  
31          Tel: (303) 244-1800  
32          Fax: (202) 244-1879  
33          reilly@wtotrial.com  
34          williams@wtotrial.com

35          Attorneys for Defendant  
36          SOUTHEASTERN CONFERENCE

37           **LATHAM & WATKINS LLP**

38          By: /s/ Christopher S. Yates  
39          Christopher S. Yates (SBN 161273)  
40          Aaron T. Chiu (SBN 287788)  
41          505 Montgomery Street, Suite 2000  
42          San Francisco, CA 94111  
43          Telephone: (415) 391-0600  
44          Facsimile: (415) 395-8095  
45          chris.yates@lw.com  
46          aaron.chiu@lw.com

47          Anna M. Rathbun (SBN 273787)  
48          555 Eleventh Street, NW, Suite 1000  
49          Washington, DC 20004  
50          Telephone: (202) 637-1061  
51          Facsimile: (202) 637-2201  
52          anna.rathbun@lw.com

53           **FOX ROTHSCHILD LLP**

54          By: /s/ D. Erik Albright  
55          D. Erik Albright (*pro hac vice*)  
56          Jonathan P. Heyl (*pro hac vice*)  
57          Gregory G. Holland (*pro hac vice*)  
58          230 North Elm Street, Suite 1200  
59          Greensboro, NC 27401  
60          Telephone: (336) 378-5368  
61          Facsimile: (336) 378-5400  
62          ealbright@foxrothschild.com  
63          jheyel@foxrothschild.com  
64          gholland@foxrothschild.com

65          Attorneys for Defendant  
66          THE ATLANTIC COAST  
67          CONFERENCE

## **SIGNATURE CERTIFICATION**

I, Rakesh N. Kilaru, am the CM/ECF user whose ID and password are being used to file the Defendants' Brief in Response to Objections. In compliance with Local Rule 5-1(i)(3), I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories.

Dated: October 14, 2025

Respectfully submitted,

## **WILKINSON STEKLOFF LLP**

By: /s/ Rakesh N. Kilaru  
Rakesh N. Kilaru  
Attorney for Defendant  
National Collegiate Athletic Association